

REMARKS

This application has been carefully reviewed in light of the Office Action dated December 16, 2009. Claims 1 to 4, 6 to 10, 12, and 13 remain pending in the application, of which Claims 1, 7, and 13 are the independent claims. Reconsideration and withdrawal of the rejections are respectfully requested.

Claims 1 to 4, 6 to 10, 12 and 13 were rejected under 35 U.S.C. § 112, first paragraph and under 35 U.S.C. § 112, second paragraph. The rejections are traversed.

The Office Action indicated that the “device identification information” is not supported by the specification. In addition, the Office Action indicated that “based on Applicant’s arguments, it appears that he interprets the ‘device identification information’ to be part of the ‘license identification information’”. This is clearly a misrepresentation of Applicant’s arguments. Applicant’s arguments were: “As described in relation to Fig. 20, the printing apparatus acquires a license file, which as seen in Fig. 20, includes “LicenseFileID=0x0123456789ABCDEF0123456789ABCDEF”, “DeviceSerialNo=ABC01234567, FTR76543210”. As described at page 53 with regard to Fig. 20, the foregoing DeviceSerialNo ‘indicates a serial number of a multifunction apparatus that is allowed to install the license file.’ As further claimed, this information contained in the acquired license file is compared with the device information of the printing apparatus itself in order to authenticate the license file as being the correct file for the printing apparatus and to the perform the license installation for the program.” Nowhere does the foregoing state that the device identification information is part of the license identification information. Rather, the foregoing states that both the license identification information (i.e., “LicenseFileID”) and the device identification information

(i.e., DeviceSerialNo) are part of a license file. The license file also includes the amount of allowed usage as claimed (e.g., MaxCopy=1000, AdditionalPrint=1000, and AdditionalScan=500). Thus, as claimed, the acquiring unit does indeed acquire the three items listed therein, and these three items are fully supported by the specification. As such, reconsideration and withdrawal of the § 112, first paragraph rejections are respectfully requested.

Claims 1 to 4, 6 to 10, 12 and 13 were also rejected under 35 U.S.C. § 112, second paragraph. Without conceding the correctness of the rejections, the points noted in the Office Action have been attended to by making the claim language even clearer. Reconsideration and withdrawal of the rejections are respectfully requested.

Claims 1 to 3, 6 to 9, 12 and 13 were rejected under 35 U.S.C. § 103(a) over U.S. Publication No. 2001/0034846 (Beery) in view of Adobe In-Design 1.5 (Adobe), and Claims 4 and 10 were rejected under § 103(a) over Beery in view of Adobe and further in view of Official Notice. Reconsideration and withdrawal of the rejections are respectfully requested.

The claims concern installing program license information in an printing apparatus to increase the amount of allowed usage of the program. According to the claims, the printing apparatus has a management unit that manages license information that gives a user authority to use a program that has already been installed in the printing apparatus, where the license information indicates an allowed amount of usage of the program on the printing apparatus or a function of the printing apparatus. The management unit also manages license identification information corresponding to the license information, wherein the management unit manages the license information by a using a

counter which counts the number of usages of the program or function of the printing apparatus. The printing apparatus acquires, via a network, license identification information identifying license information, device identification information and license information indicating an amount of a change in a right of usage of the program. A determination is then made whether the acquired license identification information is included in the license information managed by the management unit, and it is also recognized whether the acquired device identification information corresponds to the device identification information of the image forming apparatus. If both the license identification information is not included in the management unit, and if the acquired device identification information is recognized as corresponding to the device identification information of the printing apparatus, then the acquired license information is installed to increase the amount of allowed usage of the program by operating the counter. On the other hand, if either the acquired license information is determined to be included in the management unit, or if the device identification information is recognized as not corresponding to the printing apparatus, then the acquired license information is not installed.

Claims 7 and 13 are method and computer medium claims that substantially correspond to Claim 1.

The applied art, alone or in any permissible combination, is not seen to disclose or to suggest the features of Claims 1, 7 and 13, and in particular, is not seen to disclose or to suggest at least the features of a printing apparatus that manages license identification information corresponding to the license information, wherein the

management unit manages the license information by a using a counter which counts the number of usages of the program or function of the printing apparatus.

Beery discloses a system that removes a random chunk of data from executable code so that a user can only use the code if they are successfully authenticated, whereby the missing random chunk of data is then supplied to the user where it can be reassembled for use. The Office Action admits that Beery fails to teach increasing the amount of usage by operating the counter, and thus, Beery fails to teach the foregoing features of a printing apparatus that manages license identification information corresponding to the license information, wherein the management unit manages the license information by a using a counter which counts the number of usages of the program or function of the printing apparatus.

Adobe is seen to teach that the entire functionality of software becomes available when a license is given to a trial version of the software. That is, Adobe merely provides a simple license to an application, but it is not seen to teach that license information is managed by using a counter, or that an allowed amount of usage is managed by a counter. In fact, the Office Action merely makes a bald assertion that Adobe teaches “increasing the amount of allowed usage of the program by operating the counter” without pointing out any specific portion of Adobe that discloses such a teaching. Rather, the Office Action merely makes up an assertion that it is well known to provide users with a trial version of software to see if they like it before purchasing the entire program. Even if this were true, such a teaching is a far cry from managing an allowed usage of a program by using a counter. In fact, there is no such counter at all in Adobe, but rather, the user is simply allowed to use a trial version and if they like it, they can then purchase a license and

download the entire version of the software. There is nothing that indicates that the user is limited in the amount of usage of the trial version, nor is there anything that indicates the user downloads license information that has a replenishment amount that is managed by a counter. Rather, once the user buys the entire version, their licensed use is apparently unlimited. Accordingly, the proposed combination of Beery and Adobe is not seen to teach the features of the claims and the claims are believed to be allowable.

The Official Notice taken in the Office Action is also not seen to teach the foregoing features.

In view of the foregoing amendments and remarks, Claims 1 to 4, 6 to 10, 12 and 13 are believed to be allowable.

No other matters having been raised, the entire application is believed to be in condition for allowance and such action is respectfully requested at the Examiner's earliest convenience.

Applicant's undersigned attorney may be reached in our Costa Mesa, CA office at (714) 540-8700. All correspondence should continue to be directed to our below-listed address.

Respectfully submitted,

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